

Adair Co

Teamsters #238 (Sheriff)

7/1/2005 6/30/2007

## AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2005, by and between ADAIR COUNTY, IOWA BOARD OF SUPERVISORS, hereinafter referred to as the "Employer", and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA UNION and its LOCAL NO. 238, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, which was signed into law on April 23, 1974.

### ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for employees of the Adair County Sheriff's Department which includes: all regular full-time and regular part-time employees of the Adair County Sheriff's Department. Excluded are: Sheriff, and all employees excluded by Section 4 of the Act. Reference is made to Certification Case No. 2352.

### ARTICLE 2 SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

### ARTICLE 3 NON-DISCRIMINATION IN EMPLOYMENT

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable.

Wherever this Agreement refers to the male gender, it shall also mean the female gender

### ARTICLE 4 EMPLOYER RIGHTS

Except to the extent expressly abridged by a specific written provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive power, duty, and right to: direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend, or discharge employees for proper cause; to develop and enforce

rules for employee discipline, maintain the efficiency of governmental operations; to determine the number of employees to perform the assigned work; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment, or facilities; determine and implement methods, means, assignments, and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify, and administer its budget; exercise all other powers and duties granted to the public Employer by law.

#### ARTICLE 5 NO STRIKE

The Union and employees agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, boycotting, sit-ins, concerted group absenteeism, the willful absence from one's position, work stoppage, or any such related activities covered in Section 12 of the Act.

#### ARTICLE 6 GRIEVANCE PROCEDURES AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Informal: An employee shall discuss a complaint or problem orally with the Sheriff or his designated representative within four (4) workdays following its occurrence in an effort to resolve the problem in an informal manner.

##### Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee shall present a grievance in writing to the Sheriff, or in his absence, the Chairperson of the Adair County Board of Supervisors, within four (4) workdays following the oral discussion. Within fifteen (15) days after this Step 1 meeting, the Sheriff or his designated representative will answer the grievance in writing. A written copy of the grievance will be given to the Sheriff. The grievance must state the Section of the Agreement allegedly violated and the remedy sought.

Step 2. Any grievance not settled in Step 1 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within four (4) workdays after the date of the Sheriff's or his designated representative's answer given in Step 1. After the Employer's

answer in Step 1 and the grievance is unresolved, the grievance shall be heard by an arbitrator if either party desires within sixty (60) calendar days.

All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it shall automatically be referred to Step 2.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator whose residency is in Adair County. The parties are not obligated to select an arbitrator from Adair County. If no arbitrator from Adair County can be selected, the Iowa Public Employment Relations Board will be requested to furnish a panel of seven (7) approved arbitrators who reside in Iowa. Within seven (7) days after receiving this panel, the parties will select the sole arbitrator with the Union striking the first name.

The fees and expenses of the arbitrator will be shared equally between the Union and Employer. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on all parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of Union and Employer.

In the event that any employee takes action with the Civil Service Commission on any complaint or takes action through any governmental agency regarding violation of his/her rights, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding the issue.

The Union's decision to arbitrate shall be authorized only by the Local Union Executive Board or its business agent and shall be signed by the employee(s) affected, unless it is a grievance filed on behalf of the Local Union.

#### ARTICLE 7 IMPASSE PROCEDURE

The statutory procedure provided for in the Public Employment Relations Act, Chapter 20, will be utilized by the parties for negotiations.

## ARTICLE 8 SENIORITY

Seniority means an employee's length of regular full-time continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis. The job classifications are Patrol Deputy, Civil Deputy, Dispatcher/Jailer and part-time Dispatcher/Jailer

A new employee shall serve a probationary period of six (6) months. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their last date of hire. An employee may be terminated during the probationary period without recourse to the grievance procedure.

If a Patrol Deputy has not completed training as outlined in 341A.11 of the Code of Iowa, said probationary period will be one (1) year

When the working force is to be reduced, the Employer will select what job classification is to be reduced. The employee with the least job classification seniority will be removed first, providing the work in the classification can be satisfactorily performed, in the judgment of the Employer. On recall from layoff, employees will be returned to work in the reverse order of layoff, if qualified to perform the work available. Probationary employees have no recall rights.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must respond to such notice within one (1) day after receipt thereof and actually report to work in three (3) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged for cause.
- (c) Engaging in other work while on personal leave of absence or giving false reason for obtaining personal leave of absence.
- (d) One (1) day per year of absence without notice to the Employer, unless evidence satisfactory to the Employer is presented that the employee was physically unable to give notice. Notice of absence shall be entered on radio log.
- (e) Failure to report for work at the end of leave of absence.

- (f) Failure to report to work within three (3) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number
- (g) Seniority rights will be forfeited after the continuous period of layoff or absence from work exceeds twelve (12) months or the employee's length of service, whichever is lesser.
- (h) Employee retires.

If an employee is transferred out of the bargaining unit, his/her seniority continues to accumulate.

After the first consecutive thirty (30) days of unpaid leave of absence, seniority shall not accumulate.

#### ARTICLE 9 UNPAID LEAVE OF ABSENCE

Eligibility Requirements: At the sole discretion of the Employer, full-time employees shall be eligible for unpaid leave of absence after the employee's probationary period.

Application for Leave: All requests for leaves of absence shall be submitted in writing by the employee to his/her immediate supervisor for recommendation. It shall then be forwarded to the Board of Supervisors for final decision. Said leave decision is not subject to the grievance procedure. Request for such leave shall be submitted on a form supplied by the Employer.

Limited Leave Without Pay: The Employer may, at his sole discretion, authorize an employee's absence without pay, for a period not to exceed thirty (30) consecutive days in any fiscal year, which can be extended for two (2) additional like periods.

Return From Leave Without Pay: Upon return from leave of absence without pay, the employee shall return to his/her former job, if physically qualified, and if the position is vacant, or to another equivalent position, in accordance with his/her qualifications and ability if there is a vacancy.

Extended Sick Leave of Absence Without Pay: An employee whose personal illness, as certified by a physician, extends beyond the expiration of his/her leave, may be granted an extension at the discretion of the Employer. Application for more unpaid leave of absence shall be performed in accordance with "Application for Leave" above.

An employee granted an unpaid leave of absence shall not be eligible for fringe benefits, holiday pay, accrued retirement, vacation, sick leave, during the period of such leave. Premiums for insurance normally paid by the Employer will be paid by the employee during the approved personal leave of absence, if the employee elects to continue coverage.

#### ARTICLE 10 MILITARY LEAVE

A full-time employee shall be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa 1975.

The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

#### ARTICLE 11 INJURY REPORTING

In case of injury due to work or incurred while at work, all such injuries must be reported to the Sheriff or his designee on the same date the injury is sustained or when the injury is first known to the involved employee.

#### ARTICLE 12 DEFINITIONS

Regular Full-Time: An employee scheduled to work forty (40) or more hours per week on a regular basis.

Regular Part-Time: An employee scheduled to work less than forty (40) hours per week on a regular basis.

Temporary: An employee scheduled to work less than one hundred eighty (180) days in a year. Temporary employees are not eligible to earn any contractual fringe benefits, and are not covered by this Agreement. A temporary employee may not be re-hired until one hundred twenty (120) days have passed since their dismissal.

#### ARTICLE 13 REGULAR PART-TIMERS AND CONTRACTUAL FRINGES

Regular part-time employees are eligible for pro-rated sick leave and vacation. Employees who regularly work at least thirty (30) but less than forty (40) hours per week pay a pro-rated portion of health insurance premiums based on the number of hours worked. Pro rata earned sick leave and earned vacation will be determined yearly. For a new hire, sick leave and earned vacation will be determined quarterly until their first year anniversary date.

#### ARTICLE 14 TRAINING

All employees may be granted the right to attend job related instructional schools or meetings if the Sheriff approves. The employee will be reimbursed in accordance with the maximum cents per mile allowance in the Code of Iowa for use of their personal car. Employees are not eligible for mileage reimbursement from the employee's home to any County owned facility. The employee, upon presentation of receipts, will be reimbursed for registration or tuition fees and lodging. Employees will be reimbursed for a maximum of twenty-two dollars (\$22.00) per day for meals if the employee is required to stay overnight. Employees will be reimbursed for meals if no overnight stay is required as follows: Breakfast, six dollars (\$6.00); Lunch, ten dollars (\$10.00); Supper, twelve dollars (\$12.00). For time spent at the school or meeting, the employee will be paid their regular scheduled day's pay.

#### ARTICLE 15 JOB CLASSIFICATION OPENINGS

Whenever a permanent job classification vacancy occurs, the opening will be posted on the bulletin board for seven (7) calendar days. A current employee has the opportunity to indicate their interest in being considered for the vacancy by indicating their interest in writing to the Sheriff within said posting period. The Sheriff has the sole discretion and makes the final decision on who is to fill the opening. The Sheriff can hire from outside the unit, after considering those current employees who have expressed a written interest in the vacancy.

#### ARTICLE 16 DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee which may be revoked at any time by the employee giving the Employer and the Union thirty (30) days written notice, the Employer agrees to deduct initiation fees, special assessments, and the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

#### ARTICLE 17 UNIFORMS

The County will furnish all uniforms that the Sheriff deems necessary for employees for the purpose of performing job related duties. The County will be responsible for cleaning and major repairs occurring through normal day-to-day, on-the-job usage. If the Sheriff



requires dispatchers/jailers to wear the current uniform, the County will pay for dry cleaning of the uniform.

#### ARTICLE 18 FUNERAL LEAVE

Each regular full-time employee shall be eligible for a paid leave of absence up to three (3) days for a death in the employee's immediate family. (Immediate family shall be defined as parents, parents of spouse, brother, sister of the employee, son-in-law, daughter-in-law and grandchild). Each regular full time employee shall be eligible for a paid leave of absence up to five (5) days for a death of the employee's spouse or child. Only days absent which would have been compensable workdays will be paid.

No payment will be made during vacations, holidays, layoffs, or other leaves of absence. Payment shall be made on the basis of the employee's normal workday's pay. Employee must attend the funeral in order to qualify for funeral leave.

One (1) day's paid leave will be granted for the day of the funeral for death of the employee's sister-in-law, brother-in-law, grandparent, aunt or uncle. One-half (1/2) day will be granted off work as paid time for an employee to serve as a pallbearer or floral bearer or to attend the funeral of a fellow employee in the County.

If the day of the funeral falls on part-time employees scheduled shift and the part-time employee attends the funeral, this day will be a paid leave day.

If one of the employee's relatives listed in this Article passes away and a memorial service is held, one (1) day of paid funeral leave will be allowed. The eligibility requirements in this Article also apply to this memorial service.

The advance notification requirement will be waived so a vacation day(s) can be used in conjunction with the death of an employee's immediate family member

#### ARTICLE 19 JURY DUTY

A regular full-time employee who, after six (6) months of continuous service, is required to serve as a juror, shall receive his/her regular wages for the time he/she spends on such duty. In order to receive payment for such duty, the employee must submit certification of service and assign all fees, except mileage, received for such duty to the Employer. The employee shall report for work if released from duty by 12:00 Noon of any workday.

#### ARTICLE 20 VACATIONS

An employee is eligible to receive one (1) week paid vacation after one (1) year of continuous full-time employment. After two (2) years of continuous full-time employment, an employee is eligible to receive two (2) weeks paid vacation. After nine

(9) years of continuous full-time employment, an employee is eligible to receive three (3) weeks paid vacation. After eighteen (18) years of continuous full-time employment, an employee is eligible to receive four (4) weeks paid vacation. Only regular full-time employees are eligible for vacation time and pay.

All vacations must be taken during the twelve (12) month period following the anniversary date of qualifying employment.

The scheduling of vacation leave is dependent upon the judgment and discretion of the Sheriff. The Sheriff may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the department. Each year, at least thirty (30) days before employees want to take their vacation off work, requests to the Sheriff will be made.

Employees who are discharged for theft or dishonesty or who do not give one (1) week advance notice prior to quitting shall forfeit vacation pay. Upon separation from employment for other reasons and after at least one (1) year of service, an employee will be paid for earned, unused vacation plus pro-rated vacation based on the number of full weeks worked since his/her anniversary date.

When a regular full-time or regular part-time employee's anniversary date arrives, reference will be made to the employee's seniority date to determine the amount of vacation pay and time the employee has earned.

Vacation pay will be at the employee's normal hourly straight time rate for the period for which he/she would have been regularly scheduled to work.

Only two (2) weeks of earned vacation can be taken off work in daily increments. The request must be made to the Sheriff at least two (2) days before the time off work is to become effective. Each request for vacation is subject to approval by the Sheriff.

## ARTICLE 21 HEALTH INSURANCE

The Alliance Select 2000-Plan 11 will be effective. The Employer retains the right to select the insurance carrier and will maintain equal to or better than the benefit coverage levels in effect on July 1, 2005. The Employer will pay the single coverage monthly premium for a regular full-time employee. If a regular full-time employee elects to have coverage for his/her dependents, the employee will pay no more than one hundred dollars (\$100.00) toward the dependent coverage monthly premium.

Employees are responsible for all deductible, co-insurance, and out-of-pocket maximums of Plan 11. Except from July 1, 2005 through June 30, 2007, employees will be responsible for deductibles one thousand dollars (\$1000) single and two thousand dollars (\$2000) family.

The Employer will pay the single and dependent coverage Dental Insurance premiums.

## ARTICLE 2 2

### HOLIDAYS

Regular full-time employees shall be eligible for the following ten (10) paid holidays:

New Year's Day	Veteran's Day
President's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Day before or after Christmas
Labor Day	Christmas Day

Holidays are to be paid at the normal hourly straight time rate for the period for which the employee was scheduled to work.

When the designated holiday falls on Saturday, the preceding Friday shall be celebrated as the holiday. When a holiday falls on Sunday, the following Monday will be celebrated as the holiday.

Probationary employees are not eligible for paid holidays.

Any employee required to work on the day celebrated as the holiday shall be paid time and one-half (1 1/2) for the hours worked on patrol or in the office, and in addition, shall be paid straight time of eight (8) hours as holiday pay. If a regular part-time employee works on any of the ten (10) holidays referred to in the first paragraph of this Article, the employee will be paid at the time and one-half (1 1/2) rate for each hour worked. The employee will not receive a compensatory day off work.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after such holiday. If the employee is absent either or both of said workdays as a result of personal illness substantiated by a medical doctor's written statement, or on-the-job injury, or with prior approval from his/her immediate supervisor (non-bargaining unit), the employee shall be considered as having met these requirements. Any employee on unpaid leave of absence or layoff is not eligible for holiday pay. Any employee off work due to an on-the-job injury or paid leave of absence will not receive holiday pay after the first thirty (30) days of absence.

If a paid holiday falls during an employee's vacation period, the Employer can opt to give the employee another day's pay or another day off work with pay.

## ARTICLE 2 3

### SICK LEAVE

A regular full-time employee shall be entitled to accrue sick leave with full pay at the rate of one and one-quarter (1 1/4) day for each month of employment, subject to the following:

- 1 Sick leave shall apply to a period in which the employee is incapacitated from the performance of his/her duty by sickness or injury, for medical, surgical, dental or optical examination or treatment. Disabilities caused or contributed to by pregnancy and recovery therefrom shall be covered by sick leave.
2. Sick leave shall not be used for vacation leave.
3. Sick leave shall not be taken in advance.
- 4 Sick leave shall not be cumulative for more than 95 working days maximum.
5. The Employer may require a medical doctor's written statement to verify any paid sick leave time for any absence of more than two (2) consecutive days. The employee is to pay for the doctor's written statement.
6. Sick leave shall be taken on a workday basis, but may be taken in one-half (1/2) day increments upon the approval of the Sheriff or his designee. Officially designated holidays falling within a period of sick leave shall not be counted against sick leave.
- 7 Sick leave will be earned for the month if the employee works fifteen (15) days within the month. Vacation time and paid holidays count as time worked. Approved job related educational leave is counted as time worked for purposes of earning sick leave.
- 8 An employee who is transferred from his/her department to another within the County shall be credited with the sick leave he/she has accumulated.
- 9 Upon retirement, if an employee qualifies for IPERS retirement benefits, the employee will be paid thirty percent (30%) of his/her accumulated sick leave.
10. If an absence due to illness or injury extends beyond the sick leave accrued to the credit of the employee, such additional time may be granted sick leave without pay or terminated.
11. Upon written request by the employee, sick leave without pay may be granted by the County, in writing, for the remaining period of disability after both sick leave and vacation leave have been exhausted. In the event such leave exceeds one (1) year for job related injury or illness, an extension must be requested and may be approved by the County.
12. Failure on the part of an employee to report immediately at the expiration of a leave of absence with or without pay or sick leave or extension of

such leave, except for valid reasons submitted and approved by the County, shall be considered a resignation.

13. Any time off work due to injury or illness covered by Workers Compensation payments, accumulated sick leave shall be paid accordingly so that the employee's weekly net income is not reduced from what he/she would normally have earned if working.
14. Effective July 1, 1990, sick leave hours earned and unused as of this date will be determined. For those days earned and unused in excess of ninety-five (95) days, they will be divided by five (5) and paid to the employee. Example: on July 1, 1990 the employee has 110 days earned and unused. Deduct 95 from 110, which leaves 15 days. Divide 15 days by 5 which is 3. Pay the employee for 3 days. On July 1 of each subsequent year, this same procedure will be followed.

#### ARTICLE 24 HOURS OF WORK, OVERTIME, AND WAGES

The purpose of this Article is not to be construed as a guarantee of hours of work or pay per day or days of work or pay per week. Determination of daily and weekly hours of work shall be made by the Employer.

Patrol Deputies. Patrol Deputies will be paid at eighty-five percent (85%) of Sheriff's base salary.

The normal workday will be eight (8) to ten (10) hours, which will include rest periods and lunch break.

The normal work hours will be eighty (80) hours in each consecutive two (2) week period. Time worked in excess of said eighty (80) hours will be considered overtime work. Overtime will be paid for at time and one-half (1 1/2) the employee's hourly wage rate; however, the Sheriff reserves the right to determine whether overtime worked will be paid for or taken off work as compensatory time. Should the Sheriff decide upon compensatory time, said time will be taken off work on the basis of one (1) hour's overtime work equals one and one-half (1 1/2) hours of compensatory time off work with pay. Thirty (30) hours of compensatory time can be accumulated. This accumulated time can be used by mutual agreement of the parties with a five (5) day advance notice to the Employer unless in a case of an emergency. Compensatory time earned must be used within ninety (90) days from the time it was earned. If the employee does not attempt to use any earned compensatory time within said ninety (90) days, the Employer may schedule the time off. If an employee does try to take time off and it is denied by the Employer, then at the end of ninety (90) days the Employer will pay for the compensatory time.

Vacation hours will count as hours worked for the purpose of computing overtime.

On-call (standby time) will be paid for at the rate of twenty-five percent (25%) of the applicable hourly straight time wage rate.

Call Back Pay. An employee called back to work after completing their shift will receive two (2) hours of work or pay at the applicable rate. Call back does not apply to hours immediately preceding or following the shift.

For time worked in excess of eighty (80) hours in a pay period for Dispatcher/Jailers and the Civil Deputy will be paid for at time and one-half (1 1/2) their straight time hourly wage rate; however, the Sheriff reserves the right to determine whether overtime worked will be paid for or taken off work as compensatory time. Should the Sheriff decide upon compensatory time, said time will be taken off work on the basis of one (1) hour's overtime work equals one and one-half (1 1/2) hours of compensatory time off work with pay. Thirty (30) hours of compensatory time can be accumulated. This accumulated time can be used by mutual agreement of the parties with a five (5) day advance notice to the Employer unless in a case of an emergency. Compensatory time earned must be used within ninety (90) days from the time it was earned. If the employee does not attempt to use any earned compensatory time within said ninety (90) days, the Employer may schedule the time off. If an employee does try to take time off and it is denied by the Employer, then at the end of ninety (90) days the Employer will pay for the compensatory time.

The normal workweek for the Civil Deputy and Dispatchers/Jailers will be forty (40) hours, consisting of five (5) eight (8) hour days.

The Civil Deputy's annual salary will be eighty percent (80%) of the Sheriff's base salary.

#### Dispatcher/Jailer Hourly Wage Rates

	<u>7-1-05</u>	<u>1-1-06</u>	<u>7-1-06</u>
Start	\$10.82	\$11.04	\$11.40
After 6 months	\$11.38	\$11.61	\$11.99
After 12 months	\$11.93	\$12.17	\$12.57
After 24 months	\$12.50	\$12.75	\$13.16

(The Sheriff can advance an employee within this progression at his/her discretion.)

#### ARTICLE 25 LONGEVITY

After completion of each five (5) years of service, five cents (\$.05) per hour longevity allowance will be made. Example: after five (5) years, five cents (\$.05) per hour longevity; after ten (10) years, a total of ten cents (\$.10) per hour longevity; after fifteen (15) years, a total of fifteen cents (\$.15) per hour longevity; after twenty (20) years, a total of twenty cents (\$.20) per hour longevity. After twenty-five (25) years, a total of twenty-five cents (\$.25) per hour longevity.

Vacation and straight time holiday pay include the longevity allowance. For Deputies, on-call and standby pay will not include the longevity allowance.

ADAIR CO. SHERIFF'S OFFICE  
AND  
TEAMSTERS LOCAL 238

MEMO OF UNDERSTANDING

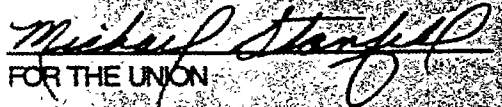
Part-time employees are not eligible for health insurance coverage unless the employee works at least 30 hours per week. The parties agree that the two part-time employees (Gary Finck and Lana Garside) who are currently covered under the insurance plan are exempt from the 30 hour threshold. These two employees have been grandfathered so that they will continue to be eligible for health insurance coverage.



FOR THE EMPLOYER

3-23-05

DATE



FOR THE UNION

3/14/05

DATE


ARTICLE 26  
DURATION

THIS AGREEMENT shall be effective from July 1, 2005 and shall continue to remain in full force and effect until its expiration at Midnight June 30, 2007. Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party not less than sixty (60) days before December 15, 2006. This Agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received. During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement or any other subjects not specifically set forth in this Agreement.

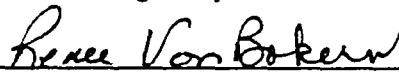
Signed this 23 day of March, 2005.

EMPLOYER

ADAIR COUNTY  
BOARD OF SUPERVISORS

By   
Chairperson, County  
Board of Supervisors

Acknowledged by:

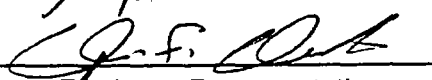
  
Employer Representative  
Von Bokern Associates, Inc.


UNION

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN & HELPERS OF  
AMERICA and its LOCAL NO. 238

By   
Business Representative

By   
Employee Representative

By   
Employee Representative

By   
Principal Officer